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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 NEWREZ LLC dba SHELLPOINT  
12 MORTGAGE SERVICING, a Delaware  
limited liability company,

13 Plaintiff,

14 v.

15 JOHN BROSNAN, an individual;  
16 SHELLPOINT MORTGAGE  
SERVICING, a California corporation  
17 (**Infringing Entity 1**); SHELLPOINT  
MORTGAGE SERVICING, LLC, a  
California limited liability company  
18 (**Infringing Entity 2**); and DOES I  
through X, inclusive, and ROE  
19 CORPORATIONS I through X,  
inclusive,  
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21 Defendants.  
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Case No. CV 22-8822-MWF(MAAx)

**FINAL JUDGMENT AGAINST  
DEFENDANT JOHN BROSNAN**

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26 Pursuant to the stipulation by and between plaintiff NewRez LLC dba Shellpoint  
27 Mortgage Servicing (**NewRez**) and defendant John Brosnan, the Court, having made no  
28 independent findings of fact or conclusions of law, hereby ORDERS as follows:

- 1           1. Defendant John Brosnan and any companies within his control are hereby  
2           **PERMANENTLY ENJOINED** from using or applying to register  
3           "Shellpoint Mortgage Servicing" or any confusingly similar designations,  
4           as a mark, business name, domain name, email address, or otherwise;
- 5           2. Defendant John Brosnan and any companies within his control are hereby  
6           **PERMANENTLY ENJOINED** from accepting service of process or  
7           other documents intended for NewRez LLC dba Shellpoint Mortgage  
8           Servicing, including but not limited to, summonses, complaints,  
9           subpoenas, or any other legally-required notices naming or involving  
10          NewRez LLC dba Shellpoint Mortgage Servicing.
- 11          3. **Within 5 days** of entry of the Court's Final Judgment, defendant John  
12          Brosnan shall complete the necessary documents and secretary of state  
13          filings to change the names of the companies within his control from  
14          "Shellpoint Mortgage Servicing" to another name that is not identical or  
15          confusingly similar, or alternatively, to dissolve such companies.
- 16          4. **Within 10 days** of entry of the Court's Final Judgment, John Brosnan shall  
17          immediately return to NewRez all documents and things that he,  
18          "Shellpoint Mortgage Servicing" (infringing entity 1), "Shellpoint  
19          Mortgage Servicing, LLC" (infringing entity 2), any other entities in his  
20          control, or any of the foregoing entities' officers, partners, agents,  
21          subcontractors, employees, subsidiaries, successors, assigns, and related  
22          companies or entities, has or received that were intended for NewRez.  
23          The above documents shall be sent to NewRez's counsel by first-class mail  
24          or other mutually agreeable method, at the following address: Natalie L.  
25          Winslow, Akerman LLP, 1635 Village Center Circle, Suite 200, Las  
26          Vegas, Nevada 89144.

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1           5.     **Within 15 days** of entry of the Court's Final Judgment, defendant John  
2           Brosnan must file a declaration, under penalty of perjury, that he **(a)** has  
3           performed each of the affirmative acts required herein and **(b)** performed,  
4           on behalf of "Shellpoint Mortgage Servicing" (infringing entity 1) and  
5           "Shellpoint Mortgage Servicing, LLC" (infringing entity 2) each of the  
6           affirmative acts required by them in the Court's Final Judgment and  
7           permanent injunction entered on July 7, 2023 (ECF No. 51).

8           6.     If **within 15 days** of entry of the Court's Final Judgment, defendant John  
9           Brosnan has not performed each of the affirmative acts required herein, he  
10          will be liable for monetary sanctions of one thousand dollars (\$1,000), to  
11          be paid to the Court, per each day thereafter of non-compliance.

12          This Court shall retain jurisdiction over the enforcement of the terms and  
13          conditions of this Final Judgment, thereby enabling the parties to apply to this Court at  
14          any time for further orders.

15                 **IT IS SO ORDERED.**

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17          Dated: September 8, 2023

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19                                 \_\_\_\_\_  
20                                 MICHAEL W. FITZGERALD  
21                                 United States District Judge  
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